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February 8, 2005

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OFFICE OF
PAT MILLER

FEB 09 2004

TN REGULATORY AUTHORITY

Chairman Pat Miller
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: Agreement between CMRS Providers and Members of the
Rural Independent Coalition 03-00585

Dear Chairman Miller:

This is a joint letter submitted on behalf of the CMRS Providers and the Members of the Rural Independent Coalition. We are pleased to announce that we have reached an agreement on the traffic ratio factor, the *de minimis* factor, and the inter MTA factor. The CMRS Providers and the Rural Independent Coalition members have agreed as follows:

1. A traffic ratio factor of 70% mobile – originated/30% land line – originated will be applied where a party does not have the ability to measure. This factor would apply for the life of each contract and would be based upon measurements made by the land line company. In other words, the land line company would bill the wireless carrier based upon records received from the transiting carrier (including but not limited to BellSouth) or other records produced through the Coalition Members' individual abilities to measure wireless carrier traffic terminated on their network. The wireless carrier would then compute its 30% bill based upon the MOUs measured by the land line company.

The contracts would also contain a provision stating that "to the extent a wireless carrier or a Coalition Member has, or subsequently obtains, the ability to measure the terminating usage, the wireless carrier or Coalition Member could begin billing based on such actual records."

2. The parties have agreed to a *de minimis* factor of 5,000 MOUs per month. The *de minimis* threshold of 5,000 MOUs in a month would work as follows. Billing would occur only for a month in which wireless-originated MOUs equal or exceed 5,000. There would be no accumulation of MOUs from month-to-month.

Chairman Pat Miller

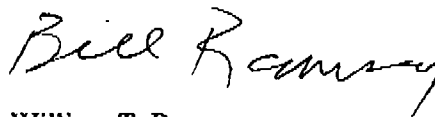
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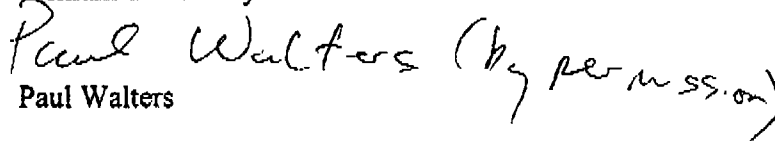
3. The parties have agreed to an inter MTA factor of 3%. The inter MTA factor of 3% would apply for the life of each contract, be based on terminating wireless MOUs, and be paid only by the CMRS Providers. The 3% would be split 50-50 between interstate and intrastate jurisdictions.

Again, we are pleased to announce the resolution of this matter. .

Sincerely,



William T. Ramsey



Paul Walters

/jm